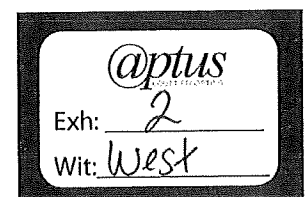
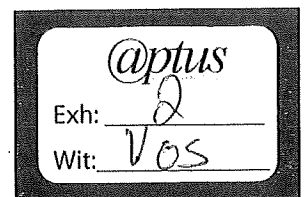


Exhibit A

CACH v. HADSELL



RH001

SUM-100

SUMMONS

(CITATION JUDICIAL)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

RICHARD A HADSELL, an individual; and DOES 1 through 10 inclusive.

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

CACH, LLC

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)F I L E D
Clerk of the Superior Court

DEC 30 2011

NOTICE You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

(AVISO) Le han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación. Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto al menos que presente su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California (www.lawhelpcalifornia.org), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Puede encontrar estos grupos sin fines de lucro en el sitio web de California (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con el secretario de la corte. AVISO: El juez tiene derecho a reclamar las cuotas y las costas exentas por imponer un gravamen sobre el pago de las cuotas de presentación de \$10,000 o más en un caso de derecho civil. Tiene que pagar el gravamen antes de que la corte pueda decidir en su contra.

The name and address of the court is: Superior Court of California, County of San Diego
(El nombre y dirección de la corte es): East County Regional Center
250 East Main Street
El Cajon, CA 92020

CASE NUMBER 37-2011-00071687-CL-CL-EC

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Chris D. Mandarich, Esq. (220693); Ryan E. Vos, Esq. (224368); Rebecca E. Hunter, Esq. (271420)
Mandarich Law Group, LLP
6301 Owensmouth Avenue, Suite 850, Woodland Hills, CA 91367
877-414-0130

DATE:

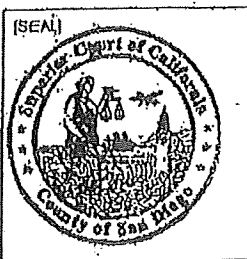
(Fecha)

DEC 30 2011

Clerk, by
(Secretario)J. MANDARICH, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010))

**NOTICE TO THE PERSON SERVED: You are served**

1. ☒ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)☐ CCP 416.20 (defunct corporation)☐ CCP 416.40 (association or partnership)☐ other (specify):☐ CCP 416.60 (minor)☐ CCP 416.70 (conservatee)☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

Page 1 of 1

1 Chris D. Mandarich, SB 220693
2 Ryan E. Vos, SB 224368
3 Rebecca E. Hunter, SB 271420
4 Mandarich Law Group, LLP
5 6301 Owensmouth Avenue, Suite 850
6 Woodland Hills, CA 91367
7 Local: 818-264-0111
8 Toll Free: 877-414-0130
9 Facsimile: 818-888-1260

10 Attorneys for Plaintiff

ORIGINAL FILED
DEC 29 2011
SAN DIEGO
SUPERIOR COURT

2011 DEC 29 PM 12:28

11 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
12 EAST COUNTY REGIONAL CENTER - LIMITED JURISDICTION

13 CACH, LLC,

14 Plaintiff,

15 vs.

16 RICHARD A HADSELL, an individual; and
DOES 1 through 10 inclusive.

17 Defendants,

Case No.: 37-2011-00971687-CL-CL-EC

COMPLAINT FOR:

1. BREACH OF CONTRACT
2. COMMON COUNTS

DEMAND: \$5,606.24

18 Plaintiff alleges:

19 FACTS COMMON TO ALL CAUSES OF ACTION

- 20 1. Plaintiff is and at all times herein mentioned was, a Colorado Limited Liability Company, and
21 assignee of original creditor, MBNA America, N.A..
- 22 2. Plaintiff is informed and believes that Defendants are individuals who currently reside within
23 the jurisdictional boundaries of the above entitled Court. Therefore, this Court is the proper Court for trial of
24 this action.
- 25 3. Plaintiff is unaware of the true names or capacities, whether individual, corporate, associate or
26 otherwise of the Defendants sued herein as DOES 1 through 10 inclusive, and therefore, sues the
27 Defendants by such fictitious names. Plaintiff will amend this Complaint to show their true names and
28 capacities once ascertained.

FILE BY FAX

1 4. Plaintiff believes that at all times mentioned herein, each of the Defendants was, and is, the
2 agent, servant and employee, employer of each of the other Defendants, and also acted in the capacity of
3 and as agent of the other Defendants. Plaintiff also believes that the individual Defendants, and each of
4 them, are jointly and severally liable that the actions described herein were taken as actions for the benefit
5 of the Defendants' separate and/or community property.

6 5. Plaintiff believes that, for value received, Defendants, and each of them, executed and delivered
7 a credit card application to MBNA America, N.A. (Plaintiff's assignor) or made such application for credit
8 over the telephone or Internet. Pursuant to the terms of the application and the written terms and conditions
9 sent along with the credit card, Plaintiff's assignor provided Defendants with a credit card, and granted
10 charge privileges on the credit card, account number XXXXXXXXXXXXX1158 (the "Account").

11 6. Prior to the commencement of this action, the Account was assigned for value by MBNA
12 America, N.A. (Plaintiff's assignor) to the Plaintiff and Plaintiff is its current holder.

13 7. Defendants agreed to comply with the written terms and conditions governing the use of the
14 credit card, as it was amended from time to time, including repaying the Plaintiff's assignor for any charges
15 on the Account including, but not limited to, charges for the purchase of goods and services and/or cash
16 advances and balance transfers along with the interest, late charges, over limit charges related thereto.

17 8. Defendants used the credit card issued on the Account to make credit card purchases and/or to
18 take cash advances and/or to make balance transfers. Each time the Defendants used the credit card to
19 purchase goods and services and/or to take cash advances and/or make balance transfers, Defendants
20 reaffirmed their agreement to repay Plaintiff's assignor for the amount for the purchase and/or cash advance
21 and/or balance transfer, along with such other charges as may be assessed pursuant to the terms and
22 conditions governing the Account.

23 9. Pursuant to the terms and conditions governing the Account, monthly statements were sent to
24 the Defendants which itemized all payments made and charges due on the Account.

25 10. Within the last four years, the Defendants failed to make payments as agreed on the Account.
26 Defendants have failed, refused and neglected to pay amounts due per the terms and conditions governing
27 the Account.

28 11. As of March 08, 2011, Defendants owe the sum of \$5,606.24 with interest thereon.

FILE BY FAX

12. Although demand has been made upon Defendants to pay said amount, no part has been paid, and it is now due, owing, and unpaid together with interest thereon plus attorney's fees.

13. Plaintiff and Plaintiff's assignor have duly performed all promises, conditions and agreements on their part to be performed.

14. The terms and conditions governing the Account provides that the cardholders agree to reimburse Plaintiff's assignor and hence, Plaintiff for the costs and expenses, including reasonable attorney's fees, related to the collection of amounts owing on the Account. Plaintiff has been required to retain the Mandarich Law Group, LLP to pursue collection of the amounts due hereunder.

FIRST CAUSE OF ACTION

(Breach of Contract)

15. Plaintiff refers to and incorporates paragraphs 1 through 14.

16. Defendants have breached the terms and conditions governing the Account by failing to pay amounts due and owing on the Account.

17. As the direct and proximate result thereof, Plaintiff has been damaged in the amount of \$5,606.24 plus interest thereon.

SECOND CAUSE OF ACTION

(Account Stated)

18. Plaintiff refers to and incorporates paragraph 1 through 17.

19. Within the past four years, an account was stated in writing in which it was agreed that Defendants were indebted in the amount of \$5,606.24. Although demand has been made upon Defendants, no part of said amount has been paid, and it is now due, owing and unpaid from Defendants to Plaintiff with interest thereon from and after March 08, 2011.

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

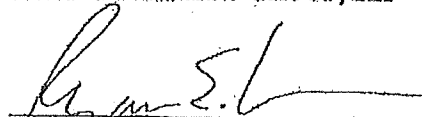
1. For the damages and money in the sum of \$5,606.24;
2. For interest thereon at 10 percent per annum from on and after March 08, 2011;
3. For reasonable attorney's fees;
4. For costs of suit incurred; and
5. For such other and further relief as the Court deems just and proper;

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1 6. Plaintiff remits all damages in excess of the jurisdictional amount of this Court.

2 Dated: December 21, 2011

MANDARICH LAW GROUP, LLP

3
4 

Chris D. Mandarich, Esq.

Ryan E. Vos, Esq.

Rebecca E. Hunter, Esq.

Attorneys for Plaintiff

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